



## Personal Property Sale and Removal Agreement

Subject to the terms and conditions stated hereof, the undersigned purchaser hereby tenders payment of \$ \_\_\_\_\_, together with a performance deposit in the amount of \$ \_\_\_\_\_, for purchase from the State of Washington, seller, of salvage rights to the following described personal property offered for sale pursuant to RCW 47.12.140 on \_\_\_\_\_:

After acceptance of this agreement by the State, the purchaser agrees to remove the above-described items from the State's property and clean up all resultant debris in accordance with seller's instructions prior to \_\_\_\_\_, and in said removal operations purchaser agrees to comply with all codes and regulations that may apply, otherwise the sale shall become null and void and all monies paid hereunder, including performance bond, shall be forfeited to the State as liquidated damages and the salvage rights herein described shall be immediately terminated.

It is also understood and agreed that if payment tendered is in any form other than Cash, Certified Check, Cashier's Check, or Negotiable Money Order, this sale will not become final until collection is made.

(Performance Bond to be returned to purchaser upon satisfactory completion of agreement.)

AGREEMENT ACCEPTED this

\_\_\_\_\_ day of \_\_\_\_\_,

STATE OF WASHINGTON  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Property Management Agent

\_\_\_\_\_  
Signature of Purchaser

\_\_\_\_\_  
Purchaser's Street or Mailing Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Purchaser's Telephone Number

\_\_\_\_\_  
TIN/SSI Number

Parcel Number \_\_\_\_\_

IC Number \_\_\_\_\_

## Sales and Removal Agreement

1. Salvage rights to all salvageable improvements are sold with no guarantee by the State as to condition. The State accepts no liability for protection of the items sold after the sale has been consummated, title to the improvements remains in the State until they are severed and removed from the state- owned property. Upon such removal, the purchaser acquires title to the improvements.
2. It shall be an obligation of the purchaser to comply with all federal, state, county and/or city codes and regulations that may apply in the razing, moving, and relocation of any item purchased.
3. The purchaser will remove the improvements herein described and all resultant debris from State's property and adjacent streets as provided herein. Unsightly and hazardous conditions created by removal or demolition of purchased items shall be corrected under instructions from and to the satisfaction of the Property Management Agent. To ensure a satisfactory cleanup of the property, the purchase may be required to submit, in addition to the purchase price, a specified performance bond. When cleanup work has been performed to the satisfaction of the Property Management Agent, the performance bond, will be returned to the purchase, otherwise, the performance bond will be forfeited. Noncompliance with the terms of this agreement within the specified time shall render the sale null and void and all monies paid to the State by the purchaser shall become forfeited as liquidated damages and the salvage rights herein shall be immediately terminated.
4. Salvage rights may not be resold without written consent of the Department of Transportation until it has been removed from State property and from adjacent streets.
5. Purchaser, its contractors, agents, employees, successors, or assigns will protect, save, and hold harmless the Washington State Department of Transportation, its authorized agents, and employees from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the acts or omissions of the Purchaser, its assigns, agents, contractors, licensees, invitees, employees, or any person whomsoever arising out of or in connection with any acts or activities authorized by this AGREEMENT. The Purchaser further agrees to defend the Washington State Department of Transportation, its agents, or employees in any litigation, including payment of any costs or attorney's fees, for any claims or action commenced, thereon arising out of or in connection with acts or activities authorized by this AGREEMENT. This obligation shall not include such claims, costs, damages, or expenses which may be caused by the sole negligence of the Washington State Department of Transportation or its authorized agents or employees; Provided, that if the claims or damages are caused by or result from the concurrent negligence of (a) the Department, its agents, or employees and (b) the Purchaser, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Purchaser or Purchaser's agents or employees.
6. The purchaser agrees that he will comply with all the provisions of the following Appendix "A", the purchaser therein referred to as contractor.

## Appendix "A"

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

- (A) Compliance with Regulations: The contractor will comply with the Regulations relative to nondiscrimination to federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herewith incorporated by reference and made a part of this contract.
- (B) Nondiscrimination: The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (C) Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (D) Information and Reports: The contractor will provide all information and reports required by the Regulations, or orders and instruction issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Transportation Department or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain information.
- (E) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Transportation Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:
  - (1) withholding of payments to the contractor under the contract until the contractor complies, and/or
  - (2) cancellation, termination, or suspension of the contract, in whole or in part.
- (F) Incorporation of Provisions: The contractor will include the provisions of these paragraphs (A) through (F) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the State Transportation Department of the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.